

Electronically Recorded

Official Public Records

Mary Louise Garcia

Mary Louise Garcia

Tarrant County Texas

1/18/2011 1:59 PM

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Submitter: SIMPLIFILE



CHESAPEAKE ENERGY CORP.
ATTN: RECORDING TEAM
P.O. Box 18496
Oklahoma City, OK 73154

Submitter: Chesapeake Operating, Inc.

**SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401**

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

**ELECTRONICALLY RECORDED
BY SIMPLIFILE**

By: _____

**ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.**

Electronically Recorded
Chesapeake Operating, Inc.**PAID UP OIL AND GAS LEASE 10577238**

THIS LEASE is made as of the 7th day of October, 2010, between 3201 DH, LTD., a Texas Limited Partnership, as Lessor (whether one or more), whose address is 4311 W. Lovers Lane, Suite 200, Dallas, Texas 75209-2803, and CHESAPEAKE EXPLORATION, L.L.C., an Oklahoma Limited Liability Company, as Lessee, whose address is P.O. Box 18496, Oklahoma City, Oklahoma 73154-0496. All printed portions of this lease were prepared by the party hereinabove named as Lessee, but all other provisions (including the completion of blank spaces) were prepared jointly by Lessor and Lessee.

1. In consideration of a cash bonus in hand paid and the covenants herein contained, Lessor hereby grants, leases and lets exclusively to Lessee:

for the purpose of drilling beneath (using slant hole or horizontal drilling methods) and producing oil and/or gas from and/or attributable to (but expressly prohibiting the purpose of exploring, drilling or operating on the surface of) 0.405 acres of land, more or less, out of the William Norris Survey, A-1166, Tarrant County, Texas, being Lot 11, Block 28, Meadow Oaks, an Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat thereof recorded in Volume 1456, Page 544, Plat Records, Tarrant County, Texas, and being the same land described in that certain deed dated March 24, 2010, recorded as Instrument # D210070868 in the Official Public Records of Tarrant County, Texas, from Wells Fargo Bank, National Association to Lessor, which land is hereinafter sometimes referred to as the "leased premises",

In the county of Tarrant, State of Texas, containing 0.405 gross acres, more or less (including any interests therein which Lessor may hereafter acquire by reversion, prescription or otherwise). The term "gas" as used herein includes helium, carbon dioxide and other commercial gases, as well as hydrocarbon gases. In addition to the above-described leased premises, this lease also covers accretions and any small strips or parcels of land now or hereafter owned by Lessor which are contiguous or adjacent to the above-described leased premises, and, in consideration of the aforementioned cash bonus, Lessor agrees to execute at Lessee's request any additional or supplemental instruments for a more complete or accurate description of the land so covered. For the purpose of determining the amount of any shut-in royalties hereunder, the number of gross acres above specified shall be deemed correct, whether actually more or less.

2. This lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of three (3) years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantities from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof.

3. Royalties on oil, gas and other substances produced and saved hereunder shall be paid by Lessee to Lessor as follows: (a) For oil and other liquid hydrocarbons separated at Lessee's separator facilities, the royalty shall be 1/4 of such production, to be delivered at Lessee's option to Lessor at the wellhead or to Lessor's credit at the oil purchaser's transportation facilities, provided that Lessee shall have the continuing right to purchase such production at the wellhead market price then prevailing in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) for production of similar grade and gravity; (b) for gas (including casinghead gas) and all other substances covered hereby, the royalty shall be 1/4 of the proceeds realized by Lessee from the sale thereof, less a proportionate part of ad valorem taxes and production, severance, or other excise taxes and the costs incurred by Lessee in delivering, processing or otherwise marketing such gas or other substances, provided that Lessee shall have the continuing right to purchase such production at the prevailing wellhead market price paid for production of similar quality in the same field (or if there is no such price then prevailing in the same field, then in the nearest field in which there is such a prevailing price) pursuant to comparable purchase contracts entered into on the same or nearest preceding date as the date on which Lessee commences its purchases hereunder; and (c) if at the end of the primary term or any time thereafter one or more wells on the leased premises or lands pooled therewith are capable of producing oil or gas or other substances covered hereby in paying quantities, but such well or wells are either shut in or production therefrom is not being sold by Lessee, such well or wells shall nevertheless be deemed to be producing in paying quantities for the purpose of maintaining this lease. If for a period of 90 consecutive days such well or wells are shut in or production therefrom is not being sold by Lessee, then Lessee shall pay shut-in royalty of \$50.00 per acre then covered by this lease, such payment to be made to Lessor or to Lessor's credit in the depository designated below, on or before the end of said 90-day period and thereafter on or before each anniversary of the end of said 90-day period while the well or wells are shut in or production therefrom is not being sold by Lessee; provided that if this lease is otherwise being maintained by operations, or if production is being sold by Lessee from another well or wells on the leased premises or lands pooled therewith, no shut-in royalty shall be due until the end of the 90-day period next following cessation of such operations or production. Lessee's failure to properly pay shut-in royalty shall render Lessee liable for the amount due, but shall not operate to terminate this lease.

4. All shut-in royalty payments under this lease shall be paid or tendered directly to Lessor. All payments or tenders may be made in currency, or by check or by draft and such payments or tenders to Lessor by deposit in the U.S. Mails in a stamped envelope addressed to Lessor at the last address known to Lessee shall constitute proper payment.

5. If Lessee drills a well which is incapable of producing in paying quantities (hereinafter called "dry hole") on the leased premises or lands pooled therewith, or if all production (whether or not in paying quantities) permanently ceases from any cause, including a revision of unit boundaries pursuant to the provisions of Paragraph 6 or the action of any governmental authority, then in the event this lease is not otherwise being maintained in force it shall nevertheless remain in force if Lessee commences operations for reworking an existing well or for drilling an additional well or for otherwise obtaining or restoring production on the leased premises or lands pooled therewith within 90 days after completion of operations on such dry hole or within 90 days after such cessation of all production. If at the end of the primary term, or at any time thereafter, this lease is not otherwise being maintained in force but Lessee is then engaged in drilling, reworking or any other operations reasonably calculated to obtain or restore production therefrom, this lease shall remain in force so long as any one or more of such operations are prosecuted with no cessation of more than 90 consecutive days, and if any such operations result in the production of oil or gas or other substances covered hereby, as long thereafter as there is production in paying quantities from the leased premises or lands pooled therewith. After completion of a well capable of producing in paying quantities hereunder, Lessee shall drill such additional wells on the leased premises or lands pooled therewith as a reasonably prudent operator would drill under the same or similar circumstances to (a) develop the leased premises as to formations then capable of producing in paying quantities on the leased premises or lands pooled therewith, or (b) to protect the leased premises from uncompensated drainage by any well or wells located on other lands not pooled therewith. There shall be no covenant to drill exploratory wells or any additional wells except as expressly provided herein.

6. Lessee shall have the right but not the obligation to pool all or any part of the leased premises or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the leased premises, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,000 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,000 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the leased premises shall be treated as if it were production, drilling or reworking operations on the leased premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the leased premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

7. If Lessor owns less than the full mineral estate in all or any part of the leased premises, the royalties and shut-in royalties payable hereunder for any well on any part of the leased premises or lands pooled therewith shall be reduced to the proportion that Lessor's interest in such part of the leased premises bears to the full mineral estate in such part of the leased premises.

8. The interest of either Lessor or Lessee hereunder may be assigned, devised or otherwise transferred in whole or in part, by area and/or by depth or zone, and the rights and obligations of the parties hereunder shall extend to their respective heirs, devisees, executors, administrators, successors and assigns. No change in Lessor's ownership shall have the effect of reducing the rights or enlarging the obligations of Lessee hereunder, and no change in ownership shall be binding on Lessee until 60 days after Lessee has been furnished the original or certified or duly authenticated copies of the documents establishing such change of ownership to the satisfaction of Lessee or until Lessor has satisfied the notification requirements contained in Lessee's usual form of division order. If Lessee transfers its interest hereunder in whole or in part Lessee shall be relieved of all obligations thereafter arising with respect to the transferred interest, and failure of the transferee to satisfy such obligations with respect to the transferred interest shall not affect the rights of Lessee with respect to any interest not so transferred. If Lessee transfers a full or undivided interest in all or any portion of the area covered by this lease, the obligation to pay or tender shut-in royalties hereunder shall be divided between Lessee and the transferee in proportion to the net acreage interest in this lease then held by each.

9. Lessee may, at any time and from time to time, deliver to Lessor or file of record a written release of this lease as to a full or undivided interest in all or any portion of the area covered by this lease or any depths or zones thereunder, and shall thereupon be relieved of all obligations thereafter arising with respect to the interest so released. If Lessee releases all or an undivided interest in less than all of the area covered hereby, Lessee's obligation to pay or tender shut-in royalties shall be proportionately reduced in accordance with the net acreage interest retained hereunder.

10. Lessee's obligations under this lease, whether express or implied, shall be subject to all applicable laws, rules, regulations and orders of any governmental authority having jurisdiction including restrictions on the drilling and production of wells, and the price of oil, gas and other substances covered hereby. When drilling, reworking, production or other operations are prevented or delayed by such laws, rules, regulations or orders, or by inability to obtain necessary permits, equipment, services, material, water, electricity, fuel, access or easements, or by fire, flood, adverse weather conditions, war, sabotage, rebellion, insurrection, riot, strike or labor disputes, or by inability to obtain a satisfactory market for production or failure of purchasers or carriers to take or transport such production, or by any other cause not reasonably within Lessee's control, this lease shall not terminate because of such prevention or delay, and at Lessee's option, the period of such prevention or delay shall be added to the term hereof. Lessee shall not be liable for breach of any express or implied covenants of this lease when drilling, production or other operations are so prevented, delayed or interrupted.

11. Lessor agrees that Lessee at Lessee's option may pay and discharge any taxes, mortgages or liens existing, levied or assessed on or against the leased premises. If Lessee exercises such option, Lessee shall be subrogated to the rights of the party to whom payment is made, and, in addition to its other rights, may reimburse itself out of any royalties or shut-in royalties otherwise payable to Lessor hereunder. In the event Lessee is made aware of any claim inconsistent with Lessor's title, Lessee may suspend the payment of royalties and shut-in royalties hereunder, without interest, until Lessee has been furnished satisfactory evidence that such claim has been resolved.

12. Notwithstanding anything contained in this lease to the contrary, Lessor and Lessee do hereby understand and agree as follows:

- (a) Lessee, its successors and assigns, for and during the term of this lease, are strictly prohibited from entering onto the surface of the leased premises for any purpose whatsoever, it being understood and agreed upon by and between the parties hereto that this lease is being executed only for subsurface operations described in Paragraph 1. hereof or for pooling purposes described in Paragraph 6. and Paragraph 12. Subparagraph (e) hereof. Lessee agrees that Lessee shall not enter upon or conduct operations of any kind on the surface of the leased premises at any time during the term hereof.
- (b) After the expiration of the primary term, This lease shall not be maintained by the payment of shut-in gas well royalties under the provisions of Paragraph 3. above for more than 2 consecutive years or 3 years in the aggregate during any 10 year period.
- (c) Notwithstanding anything stated in Paragraph 3. hereof to the contrary, the royalty on oil and gas (as defined hereinabove) shall be 1/4. The royalty payable on gas shall include a royalty on all liquids or other constituent by-products stripped or processed from gas produced from the leased premises or land pooled therewith and any residue gas.

(d) Market Enhancement:

It is agreed between the Lessor and Lessee that, notwithstanding any language herein to the contrary, all oil, gas or other proceeds accruing to the Lessor under this lease or by state law shall be without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting, and marketing the oil, gas and other products produced hereunder to transform the product into marketable form; however, any such costs incurred on an unaffiliated interstate or intrastate gas pipeline which result in enhancing the value of the marketable oil, gas or other products to receive a better price may be deducted from Lessor's share of production so long as they are based on Lessee's actual cost of such enhancements. In no event shall Lessor receive a price that is less than, or more than, the price received by Lessee.

- (e) Notwithstanding anything stated in Paragraph 6. hereof to the contrary, in the event a pooled unit is created under the terms and provisions of Paragraph 6. hereof, then all of the leased premises shall be included in such unit.
- (f) This lease covers only "oil and gas", which term, as used herein, means "only oil, gas and other hydrocarbons" and does not cover or include any other minerals (including, without limitation, sulphur, coal and lignite). All of said other minerals are excluded from this lease and are reserved to Lessor. All references in this lease to "oil, gas and all other minerals", if any, or "oil, gas or other mineral", if any, shall mean oil and gas only.
- (g) It is agreed that neither this lease nor any terms or provisions hereof shall be altered, amended, extended or ratified by any division order or transfer order executed by Lessor, its successors, agents or assigns, but that any division orders or transfer orders shall be solely for the purpose of confirming the extent of Lessor's interest in production of oil and gas from the leased premises, or from land properly pooled therewith. Any amendment, alteration, or ratification of this lease or of any term or provision of this lease shall be made by an instrument in writing clearly denominated as to its purpose and effect, describing the specific terms or provisions of the lease affected and the proposed change or modification thereof, and must be executed by the party against whom any such amendment, alteration, extension or ratification is sought to be enforced, and any purported amendment, alteration, extension or ratification not so denominated and executed shall be of no force and effect.
- (h) It is understood and agreed that one (1) year following the expiration of the primary term of this lease (or upon the expiration of any extension or renewal of the primary term), whichever occurs last, Lessee shall release the leased premises as to all rights lying below 100 feet below the stratigraphic equivalent of the base of the deepest formation producing or capable of producing in any well drilled on land properly pooled with the leased premises.
- (i) It is agreed that a Memorandum of Paid Up Oil and Gas Lease shall be filed of record for the purpose of providing record notice of the existence of this lease in lieu of recording the executed original. Said Memorandum of Paid Up Oil and Gas Lease shall be recorded in the Records of Tarrant County, Texas, within a reasonable period of time by Lessee and a recorded copy thereof will be furnished to Lessor.
- (j) Upon expiration or termination of this lease for any reason, Lessee shall be obligated at its expense promptly to prepare, execute and file in the Records of Tarrant County, Texas, an appropriate release instrument covering all of the leased premises, and to forward a copy of same as so recorded to Lessor within 60 days after such expiration or termination date.
- (k) The terms, provisions and conditions of this lease shall be governed by the laws of the State of Texas.
- (l) Time is of the essence with respect to this lease.
- (m) The provisions hereof constitute the complete agreement of the parties hereto with respect to the subject matter hereof and this lease supersedes all previous leases and/or agreements, whether written or oral, with respect thereto.

13. Notwithstanding anything contained herein to the contrary, this lease is executed by Lessor without any representations or warranties (of title, or otherwise), either statutory, express or implied. Notwithstanding anything contained in this lease to the contrary, in the event of failure of title to all or any portion of the leased premises, it is agreed that no portion of any bonus consideration paid by Lessee to Lessor for Lessor's execution of this lease shall be re-paid or refunded by Lessor to Lessee.

14. The terms and provisions of this lease shall be binding upon and shall inure to the benefit of Lessor and Lessee, their respective heirs or successors and assigns.

IN WITNESS WHEREOF, this lease is executed to be effective as of the date first above written.

LESSOR:

3201 DH, LTD., a Texas Limited Partnership
By: SLJ Equities, LLC, its General Partner

By: [Signature]
Louis H. Lebowitz, President

LESSEE:

CHESAPEAKE EXPLORATION, L.L.C.,
an Oklahoma limited liability company

By: [Signature]
Henry J. Hood, Senior Vice President – Land and Legal
& General Counsel of Chesapeake Exploration, L.L.C.

m.r. O.B. CM

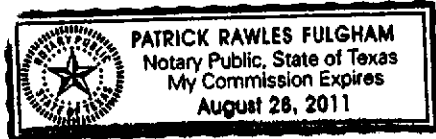
TOTAL E&P USA, INC.,
a Delaware corporation

By: [Signature]
Eric Bonnin, Vice President- Business Development and
Strategy *nb*

CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this the 7th day of October, 2010, by Louis H. Lebowitz, as President of SLJ Equities, LLC, a Texas Limited Liability Company, on behalf of said company, as General Partner of 3201 DH, LTD., a Texas Limited Partnership, on behalf of said partnership.



[Signature]
Notary Public, State of Texas

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 29th day of October, 2010, personally appeared Henry J. Hood, Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such company, for the uses and purposes therein set forth.

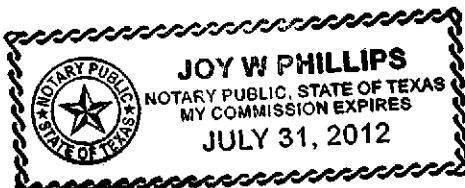


CORPORATE ACKNOWLEDGEMENT

[Signature]
Notary Public, State of Oklahoma

STATE OF TEXAS §
COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 15th day of December, 2010, by Eric Bonnin as Vice President – Business Development and Strategy for TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and on behalf of such corporation.



[Signature]
Notary Public, State of Texas

Record & Return To:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154